



GAIL FARBER, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE

September 06, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**SERVICES CONTRACT
AWARD SERVICES CONTRACT FOR
AS-NEEDED SAN GABRIEL RIVER CLEARING SERVICES
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

52 September 6, 2016

LORI GLASGOW
EXECUTIVE OFFICER

SUBJECT

This action is to award a contract to J. Orozco Enterprises, Inc., d.b.a. Orozco Landscape and Tree Company, a Local Small Business Enterprise, for the intermittent clearing, removal, and off-site disposal of brush and debris within the San Gabriel River between the Santa Fe Dam in Irwindale to Thienes Avenue in South El Monte.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for as-needed San Gabriel River clearing services in the annual amount of \$214,589, which includes \$20,000 for disposal fee reimbursement to J. Orozco Enterprises, Inc., d.b.a. Orozco Landscape and Tree Company, a Local Small Business Enterprise. This contract will be for a term of 1 year starting on September 14, 2016, or upon execution by both parties, whichever occurs last, with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months with a maximum potential contract sum of \$1,180,240.

3. Authorize the Director of Public Works or her designee to execute the contract; to renew the contract for each additional renewal option and extension period if, in the opinion of the Director or her designee, J. Orozco Enterprises, Inc., d.b.a. Orozco Landscape and Tree Company has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director or her designee, it is in the best interest of the County to do so.

4. Authorize the Director of Public Works or her designee to increase the contract amount each contract year up to an additional 10 percent of the contract sum for the initial term and each option year for unforeseen, additional work within the scope of the contract, if required, and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide intermittent clearing, removal, and off-site disposal of brush; standing vegetation, rubbish, and debris; tree trimming and removal; and other incidental and related work necessary to restore the capacity of existing earthen-bottom, rock-lined San Gabriel River from the Santa Fe Dam in Irwindale to Thienes Avenue in South El Monte. These services support the Department of Public Works' operation by providing as-needed and intermittent and efficient project delivery to supplement Public Works' crews during times of peak workloads. Public Works has contracted for these services since 2001.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract is for an annual amount of \$214,589, which includes \$20,000 for disposal fee reimbursement plus 10 percent for additional work within the scope of the contract, and to allow for an annual cost-of-living adjustment in accordance with the contract with a maximum potential contract sum of \$1,180,240. This amount is based on the unit prices and hourly rates quoted by the contractor and Public Works' estimated annual utilization of the contractor's services.

Funding for these services is included in the Internal Service Fund Fiscal Year 2016-17 Budget, which will be reimbursed by the Flood Control District Fund Budget. Funds to finance the contract's optional years, 10 percent additional funding for contingencies and cost-of-living adjustments will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is J. Orozco Enterprises, Inc., d.b.a. Orozco Landscape and Tree

Company, located in Pomona, California. The contractor is certified by the County of Los Angeles as a Local Small Business Enterprise. This contract will start on September 14, 2016, or upon execution by both parties, whichever occurs last. With the Board's delegated authority, the Director of Public Works or her designee may renew this contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months.

The contract's agreement will be in the form substantially similar to the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director or her designee executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract agreement with J. Orozco Enterprises, Inc., d.b.a. Orozco Landscape and Tree Company was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard service contract has been used that contains terms and conditions that complies with the Board's ordinances, policies, and programs. Enclosure C reflects the contractor's minority participation. Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The Request for Statement of Qualifications (RFSQ) was sent on October 22, 2015, followed by the Invitation for Bids (IFB) on March 29, 2016, to the appropriate unions per the applicable memorandum of understanding. The union has not asked to meet with Public Works regarding this solicitation.

This contract is for services used on an as-needed and intermittent basis and is not a Proposition A contract (Los Angeles County Code, Chapter 2.121). Public Works evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract.

The contract includes a cost-of-living adjustment provision, conforming to the Board's Policy approved on January 29, 2002.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301 (h) of CEQA.

CONTRACTING PROCESS

On October 26, 2015, a notice of the RFSQ was placed on the County's "Doing Business With Us" website (Enclosure B), "Public Works Business Opportunities" website, and Twitter. Also, Public Works informed 1,198 local small business enterprises and 298 independent contractors and community business enterprises about this business opportunity.

On November 23, 2015, Public Works began receiving Statements of Qualifications for channel clearing services. The submitted statements were reviewed to ensure they met the mandatory minimum requirements outlined in the RFSQ. The statements were then evaluated by a

Public Works evaluation committee. The committee's evaluation was based on criteria described in the RFSQ, including experience, work plan, and references. Based on this evaluation, Public Works selected four apparent responsive and responsible vendors and placed them in a prequalified list.

On April 25, 2016, Public Works issued an Invitation for Bids from the vendors in the prequalified list. On May 12, 2016, four bids were received. It is recommended that this contract be awarded to the apparent responsive, responsible, and lowest bidder, J. Orozco Enterprises, Inc., d.b.a. Orozco Landscape and Tree Company.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Contracts & Business Affairs Division.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:JQ:so

Enclosures

c: Chief Executive Office (Rochelle Goff)
County Counsel
Executive Office

AGREEMENT FOR
AS-NEEDED SAN GABRIEL RIVER CLEARING SERVICES (2016-AN011)

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and J. OROZCO ENTERPRISES, INC., DBA OROZCO LANDSCAPE AND TREE COMPANY, a California Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on May 10, 2016, hereby agrees to provide services as described in this Contract for As-Needed San Gabriel River Clearing Services.

SECOND: This AGREEMENT, together with Exhibit A.1, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F.1, Performance Requirements Summary; Exhibit G.1, Map of San Gabriel River Clearing (Reach 40A); Exhibit H.1, Map of San Gabriel River Clearing (Reach 40B); Exhibit I.1, Typical Streambed Section Drawing (Reach 40A); Exhibit J.1, Drop Structure Photo; Exhibit K.1, Typical Streambed Section Drawing (Reach 40A); Exhibit L, Typical Streambed Section Drawing (Reach 40B); Exhibit M, Sample Vehicle Washing Station Drawing; Exhibit N, San Gabriel River clearing Report; Exhibit O, Bid Submission Instructions; the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications; and Addenda to the Request of Statement of Qualifications, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$214,589, which includes \$20,000 for disposal fee reimbursement, per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year starting on September 14, 2016, or upon execution between both parties, whichever occurs last. The County shall have the sole option to renew this Contract term for up to four additional 1-year periods and 6 month-to-month extensions for a maximum total Contract term of 66 months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least

ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the renewal date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, terms, and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through O, inclusive, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

J. OROZCO ENTERPRISES, INC.,
DBA OROZCO LANDSCAPE AND TREE
COMPANY

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

Bid Detail Information

Bid Number : PW-AED956
Bid Title : RFSQ for As-Needed Channel Clearing Services
Bid Type : Commodity
Department : Public Works
Commodity : GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.
Open Date : 10/26/2015
Closing Date : Continuous
Bid Amount : \$ 0
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests statement of qualifications (SOQ) for the contract for As-Needed Channel Clearing Services (2015-SQAN007). The purpose of this solicitation is to establish a qualified list of contractors that can perform work under this Master Agreement when the County anticipates the need for channel clearing services. The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Janet Lee at (626) 458 7167 or jalee@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirements: Proposers must meet all minimum requirements set forth in the RFSQ document including, but not limited to:

Subcontractors are not allowed for this service except for the use of services of an arborist and/or a horticulturist.

1. Proposers must have a minimum of three years of experience providing landscaping services similar to the service being solicited.
2. Proposer must submit a copy of a valid and active State of California Contractor's Class C-27 (Landscaping Contractor) license.
3. Proposer must submit a copy of a valid and active Waste Collector Permit issued by the County of Los Angeles Department of Public Health (DPH). Proposers who do not possess the permit at the proposal deadline date may submit other forms of verification including, but not limited to, a copy of DPH's invoice to Proposer for permit fees along with a copy of proof of payment, such as a cashier's check, money order, or cancelled check (showing payment to DPH at least five days prior to the proposal submission).
4. Proposer and/or its subcontractor employee(s) must submit a copy of a valid and active arborist and/or horticulturist certification.
5. Proposer must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.

Once the need to utilize the contractor's services is identified, Public Works will send out an Invitation for Bids to all contractors determined to be qualified through this solicitation process ("Qualified Contractors") with a specific work description, price sheets, and may include additional requirements for the bids to be considered responsive and responsible. Some of the requirements may include, but are not limited to, submission of a sealed bid prior to the established deadline, additional licenses/certificates, and/or additional experience and equipment requirements.

Public Works may release an Invitation for Bids to Qualified Contractors in the near future. This RFSQ process may take several weeks to process before a Qualified Contractor list is generated. Therefore, it is imperative that Proposers return all SOQ material no later than November 23, 2015, at 5:30 p.m.

SOQ that are not submitted by November 23, 2015, may not be reviewed until April 1, 2016. SOQ will be reviewed in the order they are submitted to Public Works based on the time indicated by the Public Works Cashier's time stamp.

Contact Name : Ms. Janet Lee
Contact Phone# : (626) 458-7167
Contact Email : jalee@dpw.lacounty.gov
Last Changed On : 10/26/2015 8:36:13 AM

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COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

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